

California Regional Water Quality Control Board
Santa Ana Region

July 1, 2003

ITEM: 14

SUBJECT: Stormwater Quality Standards Task Force Agreement

DISCUSSION:

The May 16, 2003 Executive Officer's Report included a discussion of the purpose and status of the Stormwater Quality Standards Task Force. Briefly, the County of Orange, the San Bernardino County Flood Control District and the Riverside County Flood Control and Water Conservation District (the Task Force "member agencies") have agreed to form the Task Force to assist the Regional Board in work related to the triennial review of the Basin Plan. Initial Task Force efforts are expected to focus on the update of the bacterial quality objectives for REC-1 waters, consistent with the high priority identified for this issue in the triennial review list. The Task Force also intends to investigate questions related to REC-1 beneficial use designations. Additional Basin Plan review work will be considered in the future.

The Santa Ana Watershed Project Authority (SAWPA) is expected to serve as the Task Force Administrator. The Regional Board would serve as an advisory member. Board staff have been active participants in Task Force meetings to date, and in consultant selection, etc.

The Board has been asked to signal its commitment to the Task Force effort by becoming a signatory to the Task Force Agreement (Attachment 1). While not reflected in Attachment 1, the member agencies have signed the Agreement and SAWPA is expected to sign it if the Regional Board becomes a signatory. The amendment to the Agreement shown in Attachment 2 is intended to allow the Board to become a signatory to the Agreement.

It must be emphasized that the proposed amendment, which should be approved shortly by the member agencies, explicitly recognizes that the Regional Board would have no financial obligation to support Task Force studies. Further, it is important to note that signing the Agreement would not commit the Regional Board to implement the results and recommendations of the Task Force studies through Basin Plan amendments. Rather, the Board's signature would denote commitment to meaningful participation in the process, and to the consideration and implementation of changes to the Basin Plan, where such changes are found appropriate and justified.

The Board's commitment to the Task Force effort is reflected in the priority the Board assigned to this work in the approved triennial review list (item # 4), and in the allocation of limited staff resources resulting from that priority. Becoming a signatory to the Agreement merely formalizes that commitment in the manner requested by the Task Force.

RECOMMENDATION:

Staff recommends that the Board authorize the Board Chair to sign the Agreement on behalf of the Board, whereupon the Board's Executive Officer would convey the signed Agreement to SAWPA, as the Task Force Administrator.

**AGREEMENT TO FORM A TASK FORCE
FOR THE STORMWATER QUALITY STANDARDS STUDY**

This **AGREEMENT** is made and entered into this ____ day of _____, 2003

BY and BETWEEN:

County of Orange, a political subdivision of the State of California
hereinafter referred to as "ORANGE COUNTY"

AND

San Bernardino County Flood Control District, hereinafter referred
to as "SB FLOOD CONTROL"

AND

Riverside County Flood Control and Water Conservation District, a
political subdivision of the State of California hereinafter referred
to as "RIVERSIDE FLOOD CONTROL"

AND

Santa Ana Watershed Project Authority hereinafter referred to as
"SAWPA"

ORANGE COUNTY, SB FLOOD CONTROL and RIVERSIDE FLOOD CONTROL are
hereinafter sometimes collectively or individually referred to as "MEMBER AGENCIES" or "MEMBER
AGENCY" respectively.

RECITALS:

WHEREAS, ORANGE COUNTY, SB FLOOD CONTROL, RIVERSIDE FLOOD CONTROL, and
SAWPA, their member agencies, constituent cities, and other interested parties, in conjunction with the
California Regional Water Quality Control Board Santa Ana Region (hereinafter the "**REGIONAL
BOARD**") wish to undertake the triennial review of the Water Quality Control Plan – Santa Ana River
Basin (BASIN PLAN).

WHEREAS, the BASIN PLAN defines the beneficial uses and water quality objectives for waters
of the State of California within the Santa Ana Region.

WHEREAS, the beneficial uses and water quality objectives in the BASIN PLAN are used by REGIONAL BOARD to determine the allowable discharges into receiving waters within the Santa Ana Region

WHEREAS, REGIONAL BOARD regulates discharges to receiving waters in the Santa Ana region under the Clean Water Act through the National Pollutant Discharged Elimination System (NPDES) permit program, which includes stormwater NPDES permits.

WHEREAS, REGIONAL BOARD periodically determines which receiving waters are impaired due to constituents in those waters being above the water quality objectives for the designated beneficial uses of those waters as established in the BASIN PLAN.

WHEREAS, the water quality objectives for the designated beneficial uses as established in the BASIN PLAN and determination of impairment are used by REGIONAL BOARD to establish NPDES permit requirements and/or limitations on allowable discharges into receiving waters.

WHEREAS, the MEMBER AGENCIES and constituent cities and members within the Santa Ana River Watershed have discharges of surface water from their property and operations regulated by the Clean Water Act and Water Code through the REGIONAL BOARD's NPDES stormwater program.

WHEREAS, the Basin Plan was first adopted in 1975 and subsequently revised in 1983 and 1995. The continued urbanization of the Region, changes in water quality law and regulation, and changes in technology require that the BASIN PLAN be reviewed and updated periodically.

WHEREAS, the section 303 (c) of the Clean Water Act and the California Porter-Cologne Water Quality Act (Porter-Cologne) requires that the REGIONAL BOARD review its BASIN PLAN every three years to make use of the most recent available information and technology to update water quality objectives and designated beneficial uses of receiving waters based on a number of factors including economic factors.

WHEREAS, the MEMBER AGENCIES recognize that the REGIONAL BOARD staff does not now have adequate resources at its disposal to accomplish a review of all of the factors that the MEMBER AGENCIES wish to have reviewed during the next three years;

WHEREAS, the MEMBER AGENCIES agree that a cooperative effort should be employed to accomplish the review of those aspects of the BASIN PLAN, since the BASIN PLAN has a significant effect on environmental and economic health and welfare throughout the Santa Ana Region;

WHEREAS, the MEMBER AGENCIES wish to establish a Task Force whose purpose will be to assist REGIONAL BOARD with the triennial review of the BASIN PLAN;

WHEREAS, this AGREEMENT defines the obligations of the MEMBER AGENCIES to SAWPA, SAWPA to the MEMBER AGENCIES, the rules under which the Task Force will make decisions, the limits and restrictions on the Task Force's decision-making authority, and the scope of activities of the Task Force; and

WHEREAS, the MEMBER AGENCIES intend to provide partial initial funding for a Task Order currently being negotiated by SAWPA with a consultant, with the MEMBER AGENCIES each depositing \$25,000.00 to SAWPA upon execution of this AGREEMENT, and the remaining initial funding being provided by the Southern California Water Quality Coalition.

NOW, THEREFORE THE MEMBER AGENCIES AND SAWPA MUTUALLY AGREE AS FOLLOWS:

1. Purpose of the Task Force:

The purpose of the Task Force is to complete a study on stormwater quality standards to assist the REGIONAL BOARD in its BASIN PLAN review.

2. Creation of a Task Force:

There is hereby created that certain "Task Force for the Stormwater Quality Standards Study," initially consisting of the MEMBER AGENCIES and other entities as more specifically provided for in paragraph 3 below.

3. Membership and Organization:

a. MEMBER AGENCIES Task Force Representatives. Concurrently with the execution of this AGREEMENT, each of the MEMBER AGENCIES shall appoint one regular representative to the

Task Force and one alternate representative to act in the absence of the regular representative. The identity of the appointed Task Force representatives shall be communicated in writing to SAWPA, as the Task Force Administrator, upon execution of this AGREEMENT. The Task Force representatives shall serve at the pleasure of the appointing MEMBER AGENCY and may be removed at any time, with or without cause; by the appointing MEMBER AGENCY. However, removal of one or more representatives shall not remove or otherwise eliminate or reduce a MEMBER AGENCY's responsibilities or duties under this AGREEMENT. Consistent with this Section 3.a., ORANGE COUNTY, RIVERSIDE FLOOD CONTROL and SB FLOOD CONTROL will designate their respective Task Force representatives, and alternates as follows:

(i) County of Orange Public Facilities and Resources Department (PFRD) shall provide its director or the director's designee, and an alternate, to the Task Force as the ORANGE COUNTY representative and Task Force member. The County of Orange Task Force member will participate in Task Force meetings, and provide support to the Task Force as necessary for the Task Force to make decisions and complete the work of reviewing the BASIN PLAN.

(ii) RIVERSIDE FLOOD CONTROL shall provide its director or the director's designee, and an alternate, to the Task Force as the RIVERSIDE FLOOD CONTROL representative on the Task Force. RIVERSIDE FLOOD CONTROL Task Force representative will participate in Task Force meetings, and provide support to the Task Force as necessary for the Task Force to make decisions and complete the work of reviewing the BASIN PLAN.

(iii) SB FLOOD CONTROL shall provide its director or the director's designee, and an alternate, to the Task Force as the SB FLOOD CONTROL representative on the Task Force. SB FLOOD CONTROL Task Force representative will participate in Task Force meetings, and provide support to the Task Force as necessary for the Task Force to make decisions and complete the work of reviewing the BASIN PLAN.

b. Additional MEMBER AGENCIES. The MEMBER AGENCIES acknowledge and agree that the effectiveness of the Task Force may be improved by the inclusion of other public agencies as additional MEMBER AGENCIES to the Task Force. Such public agencies may join the Task Force on such written terms and conditions as are acceptable to all MEMBER AGENCIES of the Task Force, including, but not limited to, agreed-upon cash contributions for past, present, and/or future work, of the Task Force. The inclusion of such public agencies as additional MEMBER AGENCIES to the Task Force shall be effected by a written amendment to this AGREEMENT signed by all MEMBER AGENCIES. Such additional MEMBER AGENCIES shall appoint their Task Force representatives and alternates as provided in Section 3.a. above or in said written amendment.

c. Advisory Members. The Task Force may, from time to time, seek the advice and counsel of regulatory or special interest agencies which shall serve as Advisory Members. Such Advisory Members shall have no obligation to provide funding and shall have no voting privileges. The REGIONAL BOARD is hereby appointed as an Advisory Member. Additional Advisory Members may be appointed from time-to-time by the Task Force representatives.

d. Committees. The Task Force may establish committees and appoint their members, which shall serve at the pleasure of the Task Force.

4. Task Force Administrator. SAWPA, acting through its Manager for Planning, is hereby appointed as the Task Force Administrator for purposes of this Task Force AGREEMENT. SAWPA shall have administrative responsibilities and shall be reimbursed for its time expended on behalf of the Task Force at rates listed in Exhibit A, attached hereto and made a part of this AGREEMENT. These rates include all overhead and burden. Materials are to be reimbursed at direct cost. Exhibit A shall also contain an estimate of SAWPA's first year's administrative costs. Expected tasks to be performed by SAWPA include but are not limited to, the following:

- a. Organizing and facilitating Task Force meetings;
- b. Secretarial, clerical, and administrative services;

c. Management of Task Force funds, including providing quarterly status reports to the Task Force concerning Task Force assets, liabilities, revenues and expenditures;

d. Act as the contracting party, for the benefit of the Task Force, for contracts with all Task Force consultants, contractors, vendors or other entities. SAWPA shall not contract with, direct, instruct, or guide such consultants, contractors, vendors or other entities on behalf of the Task Force or use funds provided by the Task Force without approval of the Task Force representatives in accordance with this AGREEMENT.

5. Meetings of the Task Force.

a. Frequency and Location. The first Task Force meeting shall be held at SAWPA's offices, at which time the Task Force shall agree upon the time and place of holding its regular meetings. Special meetings may be called at the request of SAWPA or by a majority of the Task Force representatives. All meetings of the Task Force or its standing Committees shall be noticed and conducted in compliance with California's Open Meeting Laws.

b. Task Force Chair. At the first official meeting of the Task Force following execution of the AGREEMENT by all MEMBER AGENCIES, a chair shall be selected by the Task Force representatives. The term of the chair shall be one year and shall be rotated among the Task Force representatives.

c. Quorum and Voting. A majority of the appointed Task Force members or representatives shall constitute a quorum. Actions of the Task Force shall be passed and adopted upon the affirmative vote of a majority of the Task Force. Each MEMBER AGENCY shall have one vote. The Task Force may adopt such additional rules and regulations as may be required for the conduct of its affairs so long as such rules and regulations do not conflict with this AGREEMENT.

d. Meeting Minutes. SAWPA shall keep, or cause to be kept, minutes of the Task Force meetings including any handout materials used. Copies of the meetings and handouts will be delivered to the Task Force representatives, each MEMBER AGENCY, and the Advisory Members.

6. Notices

Notices or other communications provided under this AGREEMENT shall be delivered to the MEMBER AGENCIES, the Task Force representatives, and the Advisory Members. Address changes for such notices or other communications shall be delivered to SAWPA for distribution to all appropriate parties.

7. Duties of the Task Force:

a. Conduct the Basin Plan Review. Using resources available to the Task Force, which includes staff of Task Force agencies and consultants, contractors, and vendors hired by SAWPA as funded by the MEMBER AGENCIES, the Task Force, with SAWPA's assistance, will:

- 1) Develop a work plan for studies, research, tests, investigations, and activities necessary for review(s) of the BASIN PLAN.
- 2) Complete studies, research, tests, investigations, and activities necessary for review(s) of the BASIN PLAN.
- 3) Complete review(s) of the BASIN PLAN.
- 4) Develop reports and other project documents describing results of studies, research, tests, investigations and activities performed.
- 5) Develop position documents regarding suggested modifications to the BASIN PLAN.
- 6) Attend meetings and events associated with BASIN PLAN review and activities necessary for review of BASIN PLAN.
- 7) Develop planning documents and projected budget documents for activities associated with review of BASIN PLAN.
- 8) Annually, at least 60 days prior to the start of the next fiscal year which begins July 1 of every year starting July 1, 2003, prioritize the work of the Task Force for the coming year.

8. Budgets.

On or before March 1st of each year, SAWPA shall prepare and submit a budget for the next fiscal year to the Task Force and MEMBER AGENCIES. The budget shall include all anticipated costs and fees for the scope(s) of work developed by the Task Force for the next fiscal year. Costs shall include costs and fees for any consultants or contractors to be hired by SAWPA to complete the anticipated scopes of work, any equipment or materials to be purchased, and any other direct costs. SAWPA shall include as a separate item in such budgets, costs for SAWPA administrative services. The budget shall include a detailed description of all work to be accomplished with the budget. The budgets shall also set forth the funds to be deposited with SAWPA consistent with the budgeted costs and fees for that fiscal year. Financial contributions shall be made equally by each MEMBER AGENCY. Each MEMBER AGENCY shall approve and pay, in advance on or before July 30th of each year, its pro rata share of the Task Force budget for the next fiscal year. In an effort to supplement and/or reduce MEMBER AGENCIES annual financial contributions to the Task Force, SAWPA and MEMBER AGENCIES will seek third party funding for the Task Force activities and costs. Notwithstanding the foregoing, initial partial funding shall be provided by the MEMBER AGENCIES, with the MEMBER AGENCIES each depositing \$25,000.00 with SAWPA upon the execution of this AGREEMENT. The remaining \$15,000.00 required for such initial funding is expected to come from the Southern California Water Quality Coalition.

9. Contracting.

Upon Task Force approval, SAWPA shall hire consultants and contractors, as necessary, to complete the scope of work that has been funded by MEMBER AGENCIES each fiscal year. SAWPA shall not obligate funds that have not been delivered to SAWPA by the MEMBER AGENCIES.

10. Project Management.

SAWPA shall provide project management for work performed by SAWPA's consultants or contractors. SAWPA shall use its best efforts to prevent cost over-runs or delays in schedules. MEMBER AGENCIES shall not be liable for providing any further funding to SAWPA for such cost-over-runs or schedule delays which are a result of SAWPA's sole negligence.

11. Indemnity and Insurance.

a. SAWPA shall require all consultants or contractors performing work or services for the Task Force to indemnify and hold harmless SAWPA, SB FLOOD CONTROL, RIVERSIDE FLOOD CONTROL and ORANGE COUNTY from any and all claims, damages, lawsuits, fines, penalties, including attorneys' fees and costs, arising from or related to the works or services provided by such consultants or contractors. Such contractors or consultants shall also maintain the following insurances and keep certificates of such insurances on file with SAWPA:

(i) Workers' Compensation Insurance – A program of Workers' Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of California, covering all persons and entities providing services on behalf of the consultant or contractor and all risks to such persons or entities under this Agreement.

(ii) Comprehensive General and Automobile Liability Insurance – This comprehensive personal injury and property damage liability coverage to include contractual coverage and automobile liability, if applicable, coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of at least one million dollars (\$1,000,000). SAWPA, SB FLOOD CONTROL, RIVERSIDE FLOOD CONTROL and ORANGE COUNTY shall be named as an additional insureds on the policy providing such coverage, and any right of subrogation shall be waived.

(iii) Professional Liability Insurance – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

b. SAWPA shall maintain the following insurances and shall deliver certificates of said insurance to SB FLOOD CONTROL, RIVERSIDE FLOOD CONTROL, and ORANGE COUNTY, upon execution of this Agreement:

(i) Comprehensive General Liability including Contractual Liability Insurance – This comprehensive personal injury and property damage liability coverage to include contractual coverage and automobile liability coverage, if applicable, for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of at least one million dollars (\$1,000,000) per occurrence.

(ii) Automobile Liability Insurance Two Hundred Fifty Thousand (\$250,000).

(iii) Workers Compensation Insurance at statutory limits.

12. Accounting

SAWPA shall place all funds received from MEMBER AGENCIES and any other parties electing to fund work planned by the Task Force in a separate account. SAWPA shall draw from this account periodically to pay obligations and work approved to by the Task Force. SAWPA may draw funds from this account to pay SAWPA administrative costs as they accrue. SAWPA shall provide quarterly financial statements on September 15, December 15, March 15, and June 15 of each year to Task Force representatives and MEMBER AGENCIES showing the funds placed in the account, the funds disbursed from the account, the payee of such funds, the work performed such funds, the date(s) funds were disbursed, the remaining funds in the account, and the status of the current fiscal year.

13. Duration of AGREEMENT:

It is anticipated that study contemplated by this AGREEMENT will be completed by January 1, 2006. Notwithstanding the foregoing, each AGENCY reserves the right to withdraw from the Task Force at anytime, upon sixty (60) days' written notice to the Task Force and the MEMBER

AGENCIES. Task Force projects or studies already undertaken on behalf of MEMBER AGENCIES at the time of withdrawal by a MEMBER AGENCY shall be fully funded by the MEMBER AGENCIES at the time the projects or studies are approved by the Task Force for implementation. A withdrawing MEMBER AGENCY will not be allowed refunds for programs or studies already underway in which funds have been obligated by SAWPA. Any refund of surplus funds due to the withdrawing MEMBER AGENCY shall be paid sixty (60) days after completion of tasks, projects or studies undertaken or in progress.

14. Ownership of Documents:

All work or deliverables produced, including originals prepared by anyone in connection with, or pertaining to, the work of the Task Force, shall become the property in whole and in part of MEMBER AGENCIES, jointly and severally.

15. Assignment:

No right, duty or obligation of whatever kind or nature created herein shall be assigned without the prior written consent of the MEMBER AGENCIES.

16. Effective Date:

This Task Force AGREEMENT shall become effective when it has been executed by all MEMBER AGENCIES pursuant to authorization by each AGENCY's governing board.

17. Counterparts:

This AGREEMENT may be executed in original counterparts, which together shall constitute a single AGREEMENT.

18. Independent Contractor Status

This AGREEMENT is not intended and shall not be construed so as to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the MEMBER AGENCIES.

19. Waiver Of Rights

The failure by the MEMBER AGENCIES or SAWPA to insist upon strict performance of any of the terms, covenants or conditions of this AGREEMENT shall not be deemed a waiver of any right or remedy that MEMBER AGENCIES and SAWPA may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of this AGREEMENT thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this AGREEMENT.

20. Severability

If any part of this AGREEMENT is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

21. Amendment

It is mutually understood and agreed that no addition to, alteration of, or variation of the terms of this AGREEMENT, nor any oral understanding or agreement not incorporated herein, shall be valid unless made in writing and signed and approved by all MEMBER AGENCIES and SAWPA.

22. Entire Agreement

This document sets forth the entire AGREEMENT between the MEMBER AGENCIES and SAWPA.

23. Availability Of Funds

The obligation of each MEMBER AGENCY is subject to the availability of funds appropriated for the purposes herein. Any obligation for the future payment of money beyond the current fiscal year is conditioned on the governing body of the MEMBER AGENCY providing adequate appropriations in the adopted budgets for those subsequent fiscal years. This condition applies to but is not be limited to the obligations of the MEMBER AGENCIES under sections 4 (Task Force Administrator), section 8 (Budgets) and Exhibit A of this Agreement. Based on the financial constraints

imposed by this Section 23, the Parties to this AGREEMENT understand that SAWPA is under no duty to perform any services under this AGREEMENT until and unless the each MEMBER AGENCY has approved the fiscal year budget under Section 8, and has appropriated, and deposited with SAWPA, the necessary monies to fund the approved budget. Any failure by one or more of the MEMBER AGENCIES to appropriate and deposit monies with SAWPA to fund the budget will necessarily delay the performance of the services by SAWPA contemplated by this AGREEMENT, and SAWPA shall not be held responsible or liable for any such delay or costs incurred from such a delay.

Signatures Are On The Next Page

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates opposite their respective signatures.

COUNTY of ORANGE,
a political subdivision of the State of California

DATE: _____ BY: _____
Chair of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIR OF THE BOARD

APPROVED AS TO FORM
County Counsel
Darlene J. Bloom
Clerk of the Board of Supervisors
County of Orange, California

BY _____ DATE: _____
Deputy

San Bernardino County Flood Control District,

DATE: _____

BY: _____
Dennis Hansberger
Chair of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIR OF THE BOARD

APPROVED AS TO FORM

County Counsel

J. Renee Bastain
Clerk of the Board of Supervisors
San Bernardino County, California

BY _____

DATE: _____
Deputy

Riverside County Flood Control and Water
Conservation District,
a political subdivision of the State of California

DATE: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

BY: _____
JAMES A. VENABLE, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIR OF THE BOARD

APPROVED AS TO FORM
WILLIAM C. KATZENSTEIN
County Counsel

NANCY ROMERO
Clerk of the Board of Supervisors
Riverside County Flood Control and Water
Conservation District

BY _____
TIMOTHY J. DAVIS
Deputy County Counsel
DATED: _____

DATE: _____
Deputy

Santa Ana Watershed Project Authority,
a Joint Powers Authority of the State of California

DATE: _____

BY: _____
Commission Chair

APPROVED AS TO FORM
Counsel

Clerk

BY _____

DATE: _____

EXHIBIT A

RATE SHEET FOR SAWPA ADMINISTRATION COSTS

Overhead and burden are included in all rates. Labor for SAWPA staff shall be billed at the rates in Table 1 below for FY 02-03. Rates will be adjusted annually based on SAWPA annual budget.

. Materials purchased to provide administrative services that are not shown in Table 1 below shall be billed at direct cost with no additional fees or mark-ups.

Table 1 SAWPA Rate Sheet	
Item	Rate
Planning Manager	\$101.65/hour
Watershed Planner	\$ 64.89/hour
Sr. Administrative Assistant	\$ 48.30/hour
Administrative Assistant II	\$ 36.74/hour
Administrative Assistant I	\$ 37.60/hour
Controller	\$ 76.27/hour
Senior Accounting Technician	\$ 46.60/hour
Automobile Travel	Federal mileage rate for automobile travel to meeting locations.
Out of Town travel (when air travel or overnight stay is required)	Direct cost of air travel plus direct cost of lodging and meals.

EXHIBIT B

TASK FORCE BUDGET

A. CONTRIBUTIONS

1. Contributions. In order to participate in the activities of the Task Force, each MEMBER AGENCY shall appropriate and deliver to SAWPA its agreed upon funding share, on or before July 30th of each year. Each MEMBER AGENCY's agreed-upon funding share is determined by that MEMBER AGENCY's governing board pursuant to Section 8 of the AGREEMENT .

2. Distribution of Contributions. The total cost of the Work will be prorated in the following manner:

Funds obtained from any source other than the MEMBER AGENCIES will be subtracted from the total cost of the authorized work. Funds provided by each MEMBER AGENCY to the activities of the Task Force shall then be expended for such authorized work consistent with this AGREEMENT. Funds shall be deposited in a restricted, interest-bearing account for the benefit of the Task Force, administered by SAWPA. Upon termination of the AGREEMENT and the activities of the Task Force, any funds not used shall be returned to the MEMBER AGENCIES in proportion to their contribution.

**AMENDMENT NO. 1 TO AGREEMENT TO FORM A TASK FORCE
FOR THE STORMWATER QUALITY STANDARDS STUDY**

THIS AMENDMENT NO. 1 TO THE AGREEMENT TO FORM A TASK FORCE FOR THE STORMWATER QUALITY STANDARDS STUDY is made and entered into this ____ day of July 2003, by and between:

County of Orange, a political subdivision of the State of California, hereinafter referred to as "ORANGE COUNTY",
And
San Bernardino County Flood Control District, hereinafter referred to as "SB FLOOD CONTROL",
And
Riverside County Flood Control and Water Conservation District, a political subdivision of the State of California, hereinafter referred to as "RIVERSIDE FLOOD CONTROL",
And
California Regional Water Quality Control Board, Santa Ana Region, hereinafter referred to as the "REGIONAL BOARD",
And
Santa Ana Watershed Project Authority, hereinafter referred to as "SAWPA".

ORANGE COUNTY, SB FLOOD CONTROL, and RIVERSIDE FLOOD CONTROL are hereinafter sometimes collectively or individually referred to as "MEMBER AGENCIES" or "MEMBER AGENCY" respectively.

RECITALS

WHEREAS, in or about May 2003 the MEMBER AGENCIES and SAWPA entered into an Agreement to Form a Task Force for the Stormwater Quality Standards Study ("AGREEMENT"), to which the REGIONAL BOARD was not a signatory; and

WHEREAS, the MEMBER AGENCIES, SAWPA and the REGIONAL BOARD intend that the REGIONAL BOARD shall be a party to the AGREEMENT and shall have the same voting privileges as the MEMBER AGENCIES, but that the REGIONAL BOARD shall have no obligation to make any financial contributions under the AGREEMENT nor shall it have any financial obligation under the AGREEMENT.

NOW, THEREFORE, THE MEMBER AGENCIES, THE REGIONAL BOARD AND SAWPA MUTUALLY AGREE AS FOLLOWS:

1. Regional Board As Voting Advisory Member.

Section 3 c ("Advisory Members") of the AGREEMENT is hereby amended to provide that the REGIONAL BOARD shall be a party to the AGREEMENT and shall have the same voting

privileges as each MEMBER AGENCY has under the AGREEMENT. No other Advisory Member shall have such voting rights unless agreed to in writing by the signatories to the AGREEMENT and this AMENDMENT NO. 1. The REGIONAL BOARD shall have no obligation to make any financial contributions under the AGREEMENT nor shall the REGIONAL BOARD have any financial obligation under the AGREEMENT. Further, by virtue of its approval and execution of this AMENDMENT NO. 1, the REGIONAL BOARD agrees that it is a party to the AGREEMENT and this AMENDMENT NO. 1, and a full participant in the Task Force referenced in the AGREEMENT.

2. Effective Date Of Amendment.

This Amendment shall become effective when it has been executed by all MEMBER AGENCIES, the REGIONAL BOARD, and SAWPA pursuant to authorization by each signatory's governing board. Except as modified by this AMENDMENT NO. 1, all other terms and conditions of the AGREEMENT shall remain unchanged. A copy of the executed AGREEMENT has been provided herewith to the REGIONAL BOARD.

3. Counterparts.

This AMENDMENT NO. 1 may be executed in original counterparts, which together shall constitute a single document.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 1 on the dates opposite their respective signatures.

COUNTY OF ORANGE, a political subdivision of the State of California

Dated: _____

By _____
Chair of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

DARLENE J. BLOOM

APPROVED AS TO FORM

County Counsel

Clerk of the Board of Supervisors
County of Orange, California

By _____
Deputy

Dated: _____

SAN BERNARDINO COUNTY FLOOD CONTROL
DISTRICT

Dated: _____

By _____
DENNIS HANSBERGER
Chair of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

J. RENÉE BASTIAN

APPROVED AS TO FORM
ALAN K. MARKS
County Counsel

Clerk of the Board of Supervisors
San Bernardino County, California

By _____
Charles S. Scolastico
Deputy County Counsel

Dated: _____

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, a political
subdivision of the State of California

Dated: _____
WARREN D. WILLIAMS
General Manager – Chief Engineer

By _____
JAMES A. VENABLE, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

APPROVED AS TO FORM
WILLIAM C. KATZENSTEIN
County Counsel

NANCY ROMERO
Clerk of the Board of Supervisors
Riverside County Flood Control and Water
Conservation District, California

By _____
TIMOTHY J. DAVIS
Deputy County Counsel

Date: _____

CALIFORNIA REGIONAL WATER QUALITY
CONTROL BOARD, SANTA ANA REGION

Dated: _____

By _____
Chair

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

APPROVED AS TO FORM

Legal Counsel

Executive Director of the California Regional Water
Quality Control Board, Santa Ana Region,
California

By _____

Dated: _____

SANTA ANA WATERSHED PROJECT
AUTHORITY, a Joint Powers Authority of the State of
California

Dated: _____

By _____
Commission Chair

Secretary-Treasurer

APPROVED AS TO FORM

AKLUFİ AND WYSOCKI

By _____
DAVID L. WYSOCKI

Dated: _____